

STATE OF TEXAS

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COUNTY OF HIDALGO

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF PALMVIEW, TEXAS
AND THE COUNTY OF HIDALGO, TEXAS
(Overlay La Homa Rd. between San Alejo St. and Esther St.)**

THIS INTERLOCAL COOPERATION AGREEMENT, hereinafter referred to as "AGREEMENT" is made on this the 17th day of January, 2023, by and between CITY OF PALMVIEW, TEXAS, hereinafter referred to as "CITY", and COUNTY OF HIDALGO, TEXAS, hereinafter referred to as "COUNTY", pursuant to the provisions of the Texas Interlocal Cooperation Act ("Act"), as follows:

I. WITNESSETH.

WHEREAS, the COUNTY is a "local government" as defined by the Act, and a political subdivision organized under the laws of the STATE OF TEXAS; and

WHEREAS, the CITY is a municipality defined as a "local government" under the Act, and a political subdivision organized under the laws of the STATE OF TEXAS, within the boundary of COUNTY OF HIDALGO, TEXAS; and

WHEREAS, the COUNTY and CITY (collectively referred herein as "PARTIES") desire to assist one another in overlaying the following road sections described in Exhibit "A" ("Work"): La Homa Road beginning at San Alejo Street and running Four Hundred and Twenty (420) feet north to Esther Street; and

WHEREAS, the Road serves as a connecting link and an integral part of the County road system and such Road improvements are in the best interests of both COUNTY and CITY.

WHEREAS, CITY and COUNTY are authorized to enter into this AGREEMENT pursuant to the Interlocal Cooperation Act, Texas Gov't Code 791.001 et seq., which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act, and pursuant to section 251.012 of the Texas Transportation Code which authorizes counties to improve roadways within the limits of a city with the city's consent.

THEREFORE, the CITY and COUNTY, in consideration of the mutual covenants expressed hereinafter, agree as follows:

- 1.1 COUNTY shall provide CITY with Labor and Equipment, at a price further estimated and itemized in **Exhibit "B"** attached hereto and incorporated for all purposes, necessary to accomplish the Work.
- 1.2 COUNTY shall provide CITY with Materials, Asphalt, and Paving, at a price further itemized in **Exhibit "C"** attached hereto and incorporated for all purposes, necessary to accomplish the Work.
- 1.3 Prior to commencement of the overlay of the Road by the COUNTY, the CITY shall pay COUNTY against invoice the total of **nineteen thousand eight hundred ninety four dollars and sixty one cents (\$19,894.61)**, which represents COUNTY's estimated cost of Labor (**Exhibit "B"**) and Materials (**Exhibit "C"**) necessary to accomplish the Work.
- 1.4 CITY shall provide, at no cost, COUNTY with traffic control, via the CITY's police department, for the duration of the Work.

II. TERM.

- 2.1 This AGREEMENT shall be in effect for one hundred eighty (180) days from the date the COUNTY approves this AGREEMENT.

III. NOTIFICATION OF PRICE CHANGE.

- 3.1 Upon a change in price for COUNTY employees, equipment or materials, the COUNTY shall notify the CITY within ten (10) working days for the Work.
- 3.2 Upon a change in price for employees for CITY employees, equipment or materials, the CITY shall notify the COUNTY within ten (10) working days for the Work.

IV. CONTACT PERSON.

- 4.1 For purposes of this AGREEMENT, the CITY shall coordinate with the COUNTY by and through Hidalgo County Commissioner Precinct No. 3 and their designated representative.

V. IMMUNITIES.

- 5.1 This AGREEMENT is expressly made subject to the County's Sovereign Immunity, Title 5 of the Texas Civil Practice and Remedies Code, and all applicable federal and state law. The PARTIES expressly agree that no provision of this AGREEMENT is in any way intended to constitute a waiver of immunities from suit or from liability that the County has by operation of law.

VI. INSURANCE.

- 6.1 The CITY will carry sufficient liability insurance at the statutorily required limits, pursuant to the Texas Tort Claims Act, to cover the CITY's performance of responsibilities under this AGREEMENT.
- 6.2 The COUNTY will carry sufficient liability insurance at the statutorily required limits, pursuant to the Texas Tort Claims Act, to cover the COUNTY's performance of responsibilities under this AGREEMENT.

VII. TERMINATION.

7.1 This AGREEMENT may be terminated at any time in writing by mutual agreement of the PARTIES, or terminated by either party with thirty (30) days' written notice to the other party.

VIII. BREACH OF OBLIGATION.

8.1 Failure to abide by any provision of this AGREEMENT shall constitute a breach. Any party claiming a breach will have the right to terminate the AGREEMENT immediately in writing.

IX. NO TRANSFER OR ASSIGNMENT.

9.1 This AGREEMENT shall not be assignable. Any attempted or purported transfer or assignment of this AGREEMENT shall be null and void and shall constitute a material breach of this AGREEMENT.

X. CONFLICT OF LAW.

10.1 Nothing in this AGREEMENT shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between a provision of this AGREEMENT and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the PARTIES have no legal right to contract, the latter shall prevail. In case any one or more of the provisions contained in this AGREEMENT will for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision thereof, and this AGREEMENT will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

XI. NO WAIVER.

11.1 No waiver by COUNTY of any breach of any provision of this AGREEMENT shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

XII. ENTIRE AGREEMENT.

12.1 This AGREEMENT contains the entire agreement between the PARTIES hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this AGREEMENT not specifically set forth herein. This AGREEMENT may be modified or amended only by agreement in writing and executed by both PARTIES, and not otherwise.

XIII. NOTICE.

13.1 Except as may be otherwise specifically provided in this AGREEMENT, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by electronic mail, or (iii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the PARTIES at the addresses set forth below, or (iv) sent by facsimile to the PARTIES at the addresses set forth below, as may have been theretofore specified by written notice delivered in accordance herewith:

If to County: County of Hidalgo
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, TX 78539
(956)318-2600

With copy to: Commissioner, Precinct No. 3
Attn: Commissioner
724 North Breyfogle Road
Mission, Texas 78574

If to City: City of Palmview
Attn: Ricardo Villarreal, Mayor
400 W. Veterans Blvd
Palmview, Texas 78572

13.2 Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

XIV. TEXAS LAW.

14.1 This AGREEMENT shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the PARTIES created hereunder are performable in Hidalgo County, Texas. The PARTIES hereby consent to personal jurisdiction in Hidalgo County, Texas.

XV. INDEMNITY.

15.1 TO THE EXTENT PERMITTED UNDER THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, THE CITY AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND THE COUNTY, ITS AGENTS, EMPLOYEES AND OFFICERS FROM AND AGAINST ANY CLAIM, LOSS, DAMAGE, LIABILITY AND EXPENSE, INCLUDING REASONABLE ATTORNEY'S FEES, INCURRED OR SUFFERED BY IT, BY REASON OF ANY AND ALL CLAIMS, DEMANDS, OR CAUSES OF ACTION ASSERTED OR THAT MAY BE ASSERTED, AGAINST ANY OR ALL OF THE ABOVE NAMED PARTIES, WHETHER ALLEGING INTENTIONAL OR NEGLIGENT ACTS OR OMISSIONS, AND WHETHER SEEKING COMPENSATORY OR PUNITIVE DAMAGES, AND INVOLVING, ARISING OUT OF, OR IN ANY MANNER RELATED TO THIS AGREEMENT.

XVI. SUCCESSORS.

16.1 This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this AGREEMENT.

XVII. HEADINGS.

17.1 The headings and captions contained in this AGREEMENT are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

XVIII. GENDER & NUMBER.

18.1 All pronouns used in this AGREEMENT shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

XIX. PERFORMANCE OF GOVERNMENTAL FUNCTIONS.

19.1 Each party hereto is entering into this AGREEMENT for the purpose of providing governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

XX. COMMITMENT OF CURRENT REVENUES.

20.1 In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds (if applicable) to meet the obligations of the COUNTY under this AGREEMENT, then the COUNTY may terminate this AGREEMENT upon thirty (30) days written notice to the City. The COUNTY agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this AGREEMENT. The PARTIES intend this provision to be a continuing right to terminate this AGREEMENT at the expiration of each budget period of the COUNTY.

XXI. AUTHORITY TO EXECUTE.

21.1 The execution and performance of this AGREEMENT by COUNTY and CITY have been duly authorized by all necessary laws, resolutions or corporate action, and this AGREEMENT constitutes the valid and enforceable obligations of COUNTY and CITY in accordance with its terms.

XXII. NON DISCRIMINATION.

22.1 COUNTY and CITY, including subcontractors, assignees, and successors in interest, ensure that no person shall on the grounds of race, religion, color, national origin, sex, age, or disability, or any other protected class under law, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation in any federally or non-federally funded program or activity when providing any services described herein under this AGREEMENT. CITY shall comply with applicable law, including but not limited to the provisions of Title VI of the Civil Rights Act of 1964.

XXIII. PRIOR AGREEMENTS.

23.1 This AGREEMENT supersedes and terminated all previous Interlocal Agreements between the PARTIES hereto concerning the subject matter hereof, except for any Interlocal Agreement dated prior to this AGREEMENT to the extent work is being performed under said Agreement at the time of executing this AGREEMENT. Once ongoing work under any such previous Interlocal Agreement is completed and payment is remitted such previous Interlocal Agreement shall terminate at such time.

XXIV. ADDITIONAL DOCUMENTS.

24.1 The **PARTIES** hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this **AGREEMENT**.

XXV. GOVERNING PROVISIONS.

25.1 The **PARTIES** shall comply with all applicable laws and regulations. If applicable, a non-exclusive list of regulations commonly applicable to Federal and State grants and equipment can be found in the 2 CFR 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements.

XXVI. CONFLICT OF INTEREST.

26.1 The **PARTIES** covenants that none of its elected officials, officers, employees, consultants, or agents who exercise influence on the decision-making process presently has or will have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the Work. The **PARTIES** agree that all elected officials, officers, employees, consultants or agents shall comply fully with the requirements of Texas Local Government Code Chapter 171.

26.2 The **CITY** agrees that no person who is an elected official, officer, employee, consultant, or agent of the **CITY**'s organization or the **COUNTY**'s organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities for which **CITY** is now seeking Work.

26.3 **CITY** is responsible for repayment of expenses associated with any conflict of interest that may occur either knowingly or unknowingly.

[SIGNATURE PAGE TO FOLLOW]

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

APPROVED BY COMMISSIONERS' COURT ON 2/1/23
Agenda Item No. 89554 Executive Office: [Signature]

CITY:
City of Palmview

COUNTY:
County of Hidalgo, Texas


[Signature]
Ricardo Villarreal, Mayor

[Signature]
Hon. Richard F. Cortez, County Judge

APPROVED AS TO FORM
Office of the Criminal District Attorney,
Toribio "Terry" Palacios

[Signature]
Michelle Lopez, ADA

ATTEST:

[Signature]
Arturo Guajardo, Jr., County Clerk


- ATTACHMENTS:
A. Exhibit "A" – Work/Road Sections
B. Exhibit "B" – Labor/Equipment
C. Exhibit "C" – Materials/Asphalt/Paving

SUPPLEMENTAL SIGNATURES:

ATTEST
By: [Signature]
Annette Villarreal, City Secretary

APPROVED AS TO FORM FOR CITY:

By: [Signature]
Eden Ramirez, Attorney

APPROVED BY
PALMVIEW CITY COUNCIL

ON: 1/17/2023

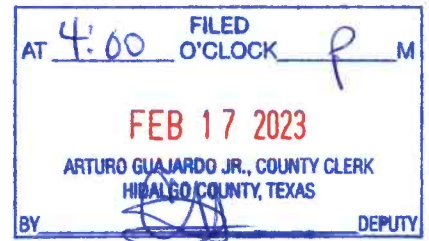
STATE OF TEXAS

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COUNTY OF HIDALGO

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**APPROVAL OF
INTERLOCAL COOPERATION AGREEMENT
PROJECT**

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed road improvement project to overlay La Homa Road, between San Alejo Street and Esther Street, through an Interlocal Cooperation Agreement to be entered into with the City of Palmview and Hidalgo County.

By vote on Feb. 07 2023, the Hidalgo County Commissioners Court has approved the Project identified above.

By: Richard F. Cortez
Richard F. Cortez, County Judge

ATTEST:

Arturo Guajardo, Jr.
Arturo Guajardo, Jr., County Clerk



APPROVED BY
COMMISSIONERS COURT
ON: 2/17/23

APPROVED AS TO FORM:
Office of Criminal District Attorney

By: _____
Michelle Lopez, Assistant District Attorney

**Precinct # 3 Estimated Labor
And
Equipment**

City of Palmview

Employee Labor=\$2,158.50

Equipment Cost=\$5,695.71

Total=\$7,854.21

**Hidalgo County Precinct 3
Project Worksheet**

Project Name: City of Palmview ILA
Project Location: La Homa RD
Project Description: Overlay

(New Const./Overlay/Drainage Improvement)

Vendor: Frontera Materials Type D Hotmix Asphalt (Gravel Only)

Cont. C-22-0525-10-18

Expires 10-25-2023

| | |
|---------------------------|---------------------|
| Length | 420' |
| Width | 24' |
| Thick | 2" Compacted |
| Tons | 155 |
| Contract Price | \$77.68 |
| Total | \$ 12,040.40 |
| TOTAL PROJECT COST | \$ 12,040.40 |

Project Approved By: _____

C/O: ROCIO GARCIA


ACCOUNT NO. 3-1100-415-30-125-006-0-

February 11 - 13, 2023

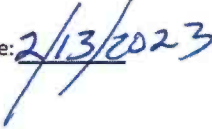
| TRISTAR CL # | OUR CASE # | INCIDENT DATE | CLAIMANT | TYPE OF CLAIM | INVOICE # | AMOUNT TO PAY | DEPT. | OBJ CODE | Date Atty Appointed |
|--------------|---------------|---------------|---|-----------------|-----------|---------------|---------|----------|--------------------------|
| 20815072 | 20-04-12-0000 | 4/12/2020 | Marissa Anna C Hernandez representing County on Zuniga, Jorge vs Hidalgo County | Law Enforcement | Jan-23 | \$ 12,050.00 | Sheriff | 333 | 9/15/20 Mariss Hernandez |

TOTAL: \$ 12,050.00

Approved by:


Armando Guzman Jr.

Date:



DAVID R. CANTU

Attorney At Law
4013 S. Sugar Rd
Edinburg, Texas 78539
956-513-8012
DavidR@Cantulawfirm.net

February 7, 2023

Richard Cortez
County Judge
THE COUNTY OF HIDALGO, TEXAS
100 E Cano, 2nd Floor
Edinburg, Hidalgo County, TX 78577

VIA: CM-RRR # 7020-2450-0001-8183-6908

RE: Client/Injured Party: Luis Moreno
D.O.B.: 02/07/1982
Date of Injury: July 23, 2022 through September 8, 2022.
Place: Hidalgo County Sheriff's Jail, Texas

Dear County of Hidalgo, Texas,

The purpose of this correspondence is to notify you that this law firm has been retained to represent Mr. Luis Moreno, concerning a claim Mr. Luis Moreno has against the County of Hidalgo and the County of Hidalgo Sheriff's Jail. Mr. Luis Moreno was detained at the Hidalgo County Jail from the dates of July 24, 2022 through September 8, 2022. During this time in custody, Mr. Luis Moreno, suffered a broken arm, indifference to his physical medical needs, and indifference to his mental health needs, due to the acts or omissions of the Hidalgo County Jail's employees and or contractors.

Please direct any and all future communications concerning this case to this law office.

Sincerely,

David R. Cantu

David R. Cantu

RECEIVED

FEB 13 2023

By: *[Signature]*
County Judge